



REQUEST FOR OFFER: RFO #0321-002
CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC)

FOR
Renewables Portfolio Standard Database System (RPSD)
Expansion Project– Implementation Services

Date: March 9, 2021

Eligible firms that exist on the California Multiple Award Schedule (CMAS), are invited to review, and respond to the attached California Public Utilities Commission (CPUC) RFO entitled, RFO #0321-002 Renewables Portfolio Standard Database System (RPSD) Expansion Project– Implementation services. In submitting a response to this RFO, compliance with all RFO instructions is imperative.

To submit an offer for these services, you must comply with the instructions contained in this document as well as the requirements stated in Exhibit A – Statement of Work. By submitting an Offer, your firm agrees to the terms and conditions stated in this RFO, and your CMAS contract.

Read the attached documents carefully. Offers are due Date by April 1, 2021 by 12 pm Responses to this RFO must be via email, clearly labeled to the Statewide Technology Procurement (STP) Procurement Officer contact noted below.

Procurement Officer Contact:

Primary: Lauren Neisen
California Department of Technology
(916) 205-4836
Email: Lauren.Neisen@state.ca.gov; and

Secondary: Sam Wangnoo
(916) 516-4934
Email: Samit.Wangnoo@state.ca.gov

Part 1 of the solicitation template contains the offeror and offer instructions, offer form instructions, solution requirements and instructions, and all other instructional/compliance information that the offeror must meet in order to be considered responsive and responsible to the solicitation.

Table of Contents

A. General Information	4
1. Background and Purpose of the RFO	4
2. Summary of Services Requested	5
3. Key Action Dates.....	5
4. Questions	6
5. Procurement Officer	6
6. Offer Instructions	7
B. RFO Response Requirements	11
1. Administrative Requirements	11
2. Technical Requirements	16
3. Cost Requirements	19
C. Offer Submission Instructions	20
D. Assessment Review and Selection Process	21
1. Assessment Team	22
2. Assessment Steps	22
3. Negotiations	26
E. Selection Requirements and Information	28
F. Informational Attachments	30

PART 1 – REQUEST FOR OFFER INFORMATION

A. General Information

This Request for Offer (RFO) is being conducted under the authority of the California Department of Technology pursuant to Public Contract Code (PCC) § 6611 et seq. This RFO contains the instructions governing the requirements for a Deliverables-based contract to be submitted by interested vendors. The format that Offeror information is to be submitted and the documentation to be included therein follows. This RFO also addresses the requirements that vendors must meet to be eligible for consideration, as well as addressing vendor's responsibilities before and after award.

Any contract entered into as a result of this RFO will include by reference all terms and conditions attached to or incorporated by reference into the contract between the vendor's firm and CPUC.

1. Background and Purpose of the RFO

The CPUC is soliciting services from qualified CMAS vendors to replicate and expand the functionalities of the existing RPSD system.

The Renewables Portfolio Standard Database (RPSD) system keeps track of renewable energy electricity generation projects that contribute to meeting California's renewable energy requirements (the RPS Program) enacted by the State Legislature through Public Utilities Code. The three (3) Large Investor-owned utilities (IOUs) (PG&E, SCE, SDG&E) submit RPS project data (Monthly, Offer, Annual files) via the RPS online portal into the RPS database system. This project is to expand the functionality of the existing system and include additional reporting entities such as small and multi-jurisdictional utilities, community choice aggregators, and electric service providers. These reporting entities are collectively referred to as electricity retail sellers.

The RPSD database portal allows Energy Division to track additional milestones related to Western Electricity Coordinating Council transmission system, as well as the total amount of RPS generation and procurement expenditures per year for each RPS project. The monitoring of procurement costs is important due to the legislation for cost containment, the CPUC's duty to minimize the rate impact on customers, and annual reports due to the Legislature each year.

The CPUC currently has a CDT reportable Project called the Renewables Portfolio Standard Database (RPSD) Expansion Project with assigned Project Number # 8660-081. The RPSD Project is currently in Stage 3 of the PAL (Project Approval Lifecycle) process.

Additional information about the PAL process is located here:

<https://cdt.ca.gov/wp-content/uploads/2019/07/SIMM-19-Project-Approval-Lifecycle-Introduction.pdf>.

2. Summary of Services Requested

This RFO asks for services to develop an RPSD System - Implementation and to operate the RPSD. See Exhibit A – Statement of Work, Section A - Project Deliverables for more information on the services to be procured through this RFO.

The current RPSD system was custom built using the Python (Django web framework) programming language in a Linux operating system and PostgreSQL database environment. Please see the attached current Architecture Diagram, Appendix 21 - RPSDB Current System Architectural Representative Diagram.

The RPSD production system is deployed in an Amazon Web Services (AWS) GovCloud environment and uses an AWS Relational Database Service (RDS) for PostgreSQL, load balanced Elastic Compute Cloud (EC2) servers, and Docker containers to host the application and application servers. The System uses AWS Simple Storage Service (S3) for data storage. AWS native facilities are used for data security. Https protocol and login/passwords are used for User access and role-based access controls are implemented within the application.

The state intends to make a single contract award to the Vendor that the state determines can best meet its needs.

3. Key Action Dates

Below is the time schedule for this informal selection process. All prospective Vendors are advised of the following time schedule.

Event	Date/Time
RFO release date	March 9, 2021
Vendor questions due	March 18, 2021 at 12 pm
State responds to written questions	March 25, 2021
Vendor's Offer Due ¹	April 1, 2021 at 12 pm
Assessment Period ²	April 5, 2021 through April 9, 2021
Vendor Interviews ³	April 14, 2021 through April 15, 2021

Event	Date/Time
Negotiations ³	April 22,2021 through April 28, 2021
Best and Final Offers Due ³	May 7, 2021
Notification of Award	May 28, 2021
Anticipated Contract Start Date	June 4, 2021

¹ All dates after submission of Offers are approximate and may be adjusted as conditions indicate without addendum to this solicitation

² Based on the number of Offers received

³ Actual dates and/or time to be determined when the number of Offers is known.

4. Questions

Vendors requiring clarification of the intent, terms and conditions, content of this RFO or on procedural matters regarding the competitive RFO process may request clarification by submitting questions in accordance with section 3. Key Action Dates in an email clearly marked "Questions Regarding the RFO #0321-001" to the Procurement Official identified in this RFO section A.5 below. All questions must be submitted using the same format as identified in Attachment 1 – Template for Questions Submittal. If a vendor submits a question after the scheduled date(s), the State will attempt to answer the question but does not guarantee that the answer will be prior to the Submission of RFO Responses Due date. Question and answer sets will be provided to all vendors without identifying the submitters. At the sole discretion of the state, questions may be paraphrased by the state for clarity.

A vendor who desires clarification or further information on the content of the solicitation, but whose questions relate to the proprietary aspect of that vendor's response and which, if disclosed to other vendors, would expose that vendor's response, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in section A.3. Key Action Dates to ensure a response. The vendor must explain why any questions are sensitive in nature. If the state concurs that the disclosure of the question or answer would expose the proprietary nature of the response, the question will be answered and both the question and answer will be kept in confidence. If the state does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the vendor will be so notified.

5. Procurement Officer

The Procurement Officer is the State's designated authorized representative regarding this procurement.

Vendors are directed to communicate, submit questions, deliver offers, and submit all other correspondence regarding this procurement to the Procurement Officer at:

Lauren Neisen, Procurement Officer
Phone: (916) 205-4836
Email: Lauren.Neisen@state.ca.gov

6. Offer Instructions

a. Offeror Admonishment

- 1) This procurement may follow a phased approach designed to increase the likelihood that Offers will be received without disqualifying deviations. The additional steps:
 - a) Ensure that the Offeror clearly understands the state's requirements before attempting to develop its Offer;
 - b) Ensure that the state clearly understands what each Offeror intends to propose before the Offers are finalized; and
 - c) Provide an opportunity for the state and each Offeror to discuss weaknesses or potentially unacceptable elements of an offer and give the Offeror an opportunity to modify its Offer to correct such problems.
- 2) The Offeror should refer to section A.6.B Offer Steps below and section D. Assessment Review and Selection Process to understand the phases applicable to this solicitation. It is the Offeror's responsibility to:
 - a) Carefully read the entire solicitation;
 - b) Ask appropriate questions in a timely manner, if clarification is necessary;
 - c) Submit offer by the required dates and times;
 - d) Make sure that all procedures and requirements of the solicitation are accurately followed and appropriately addressed; and
 - e) Carefully re-read the entire solicitation before submitting an Offer.

b. Offer Steps

This procurement process requires a final Offer

1) Compliance Phase

The compliance phase is an iterative, conversational mode of Offer and Contract development. It requires the state, working together in confidence with each Vendor, to assess and discuss the viability and effectiveness of the Vendor's proposed methods of meeting the state's needs as reflected in the solicitation. It is a departure from the rigid "either accept or reject" philosophy, yet it is highly competitive in nature. It provides the flexibility needed for the Vendor to present an Offer to formal submittal of the Final Offer, and it facilitates the correction of deviations before they become detrimental to the Offer. The compliance phase Offers, or preliminary Offers may include a draft Offer by the Vendor, confidential discussions of the Vendor's offer, and revised draft Offers to address the correction of deviations.

The additional compliance phase step(s) will (1) ensure that the Vendor clearly understand the state's requirements before submitting its Final Offer; (2) ensure that the state clearly understands what each Vendor intends to offer before those offers are finalized; and (3) give the state and each Vendor the opportunity to discuss weaknesses or potentially unacceptable elements of a Vendor's offer and give the Vendor the opportunity to modify their Offer to correct such problems.

The Vendor is strongly encouraged to follow the scheduled steps of this procurement document in order to increase the chance of submitting a compliant BAFO.

2) Review and Assessment of Vendor's Offer

REVIEW OF THE VENDOR'S OFFER BY THE STATE MAY INCLUDE CONFIDENTIAL DISCUSSIONS WITH INDIVIDUAL VENDORS AND THE STATE WILL PROVIDE FEEDBACK TO THE VENDOR PRIOR TO SUBMITTAL OF THE BAFO. Regardless of the inclusion of a confidential discussion, the state will notify the vendor of any deviations it has identified in the Vendor's Offer, or of the fact that it did not detect any such deviations. Such notification is intended to minimize the risk that the BAFO will be deemed defective; however, THE STATE WILL NOT PROVIDE ANY WARRANTY THAT ALL DEVIATIONS HAVE BEEN DETECTED AND THAT SUCH NOTIFICATION WILL NOT PRECLUDE REJECTION OF THE BAFO IF SUCH DEVIATIONS ARE LATER FOUND.

Before submitting an Offer, the vendor should carefully proof it for errors and adherence to the solicitation requirements.

3) Assessment of Offers and Discussion Agenda

The state will review each Offer as applicable in the solicitation. Review of the Offer will be in accordance with the assessment methodology outlined in the solicitation for the purpose of identifying areas in which the Offer is non-responsive to a requirement, is otherwise a deviation, or in which additional clarification is required in order that the state may fully understand the ramifications of an action proposed by the Vendor. As a result of this assessment, the state may prepare an agenda of items to be discussed with the Vendor and will normally transmit the agenda to the Vendor at least two (2) working days before the scheduled meeting. The agenda may also include, in addition to the identification of discovered deviations, a discussion of the Vendor's proposed supplier support, implementation plans, validation plans, demonstration plans, and proposed Contracts, as appropriate.

4) Confidential Discussions

In accordance with the discussion agenda, the state may meet with each Vendor for the purpose of discussing the Offer in detail. The Vendor may bring to the discussion those persons who may be required to answer questions or commit to changes. As the first order of business, the Vendor may be asked to give a short Offer overview presentation. To the maximum extent practical, the Vendor will address the concerns of the state, as expressed in the discussion agenda, and should be prepared to answer any questions that may arise as a result of the presentation. The participants will then proceed to discuss each of the agenda items.

The state will not make counter proposals to a Vendor's proposed solution to the solicitation document requirements. The state will only identify its concerns, ask for clarification, and express its reservations if a particular requirement of the solicitation document is not, in the opinion of the state, appropriately satisfied. The primary purpose of this discussion is to ensure that the Vendor's BAFO will be responsive.

5) Submission of Vendor's Amended Offer

If, at the conclusion of the confidential discussion, the state determines that required changes can only be fully confirmed through the submission of an amended Offer, the state may require either the Vendor to amend their Offer consisting only of those pages that were in doubt, or submission of a complete resubmittal.

The Vendor will be notified of deviations discovered in these submittals as well. The state will not provide any warranty that all deviations have been detected and that such notification will not preclude rejection of the BAFO if such deviations are later found.

6) Best and Final Offer

The final phase consists of a BAFO. The purpose of the final phase is to obtain offers that are responsive in every respect.

Vendors that submitted Offers meeting the criteria identified in SECTION 2.8. NEGOTIATIONS, will be eligible to receive an invitation to negotiate with the State.

The State, at its sole discretion, may request a BAFO from those Vendors that participated in the Negotiation Process as identified in Section 7.4, Negotiation Phase.

7) Withdrawal and Resubmission/Modification of Offers

A Vendor may withdraw its original Offer at any time prior to the Vendor's Offer Due submission date and time specified in RFO section A.3. Key Action Dates, by submitting a written notification of withdrawal signed by an authorized representative of the vendor's firm. The Vendor may thereafter submit a new or modified offer prior to the respective Vendor's Offer Due date and time specified in section A.3 Key Action Dates. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Offers cannot be changed or withdrawn after the deadline date and time designated for receipt, except as provided in the solicitation.

8) Disposition of Offers

All materials submitted in response to this solicitation will become the property of the State of California. A copy of the Offers shall be retained for official files and will become a public record after the Notification of Award is released. However, materials the state considers as confidential information (such as confidential financial information submitted to show Vendor responsibility) will be returned upon request of the Vendor.

c. Protests/Alternative Protest Process

This solicitation is being conducted under the California Multiple Award Schedule process and under PCC §6611 et seq; protests are not applicable to this solicitation.

d. Negotiations

The state will conduct negotiations under PCC §6611. The purpose of the negotiation process is to maximize the state’s ability to obtain a solution that give the state the Best Value.

Negotiated items will be determined by the state after offer are assessed. Any deviation of any requirement, must be resolved to the state’s satisfaction during negotiations and corrected in the Vendor’s BAFO, if requested.

B. RFO Response Requirements

This RFO and the vendor’s response to this document will be made part of the CPUC’s contract and procurement file.

Offers must contain all requested information and data and conform to the format described in this section. It is the vendor’s responsibility to provide all necessary information for the state to assess the Offer, verify requested information and determine the vendor’s ability to perform the tasks and activities defined in the Exhibit A - Statement of Work, Section F – Project Deliverables and Attachment 13- Cost Worksheet, provided as required below.

1. Administrative Requirements

The response to the RFO must include all requirements in the order listed below.

	Requirement	Description
a.	Vendor Cover Page	Compete Attachment 2 – Cover Page.
b.	CMAS contract and Base GSA Schedule	Vendor shall provide a complete copy of their CMAS contract and Base GSA Schedule as stated in Attachment 4 – Respondent CMAS Agreement. Vendor shall include GSA schedule face page and <u>only applicable GSA pages for line items pertaining to the Offer.</u> CMAS contracts issued by the Department of General Services (DGS) automatically incorporate, by reference, the CMAS General Provisions – Information Technology (GSPD-401IT-CMAS). Vendor’s GSPD-401IT-CMAS will be incorporated into a resulting contract.
c.	Cloud Computing General Provisions Acknowledgement	If the Vendor includes commercial Software as a Service (SaaS), Infrastructure as a Service (IaaS), and/or Platform as a Service (PaaS) as part of their Technical Approach to this solicitation, the Vendor shall comply with the State Model: Cloud Computing Services Special Provisions for

	Requirement	Description
		<p>SaaS, IaaS, and/or PaaS, which can be found at the following URLs:</p> <p>https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language</p> <p>By signing the RFO # 0321-002 Attachment 2 - Cover Page, the Offeror certifies that they have read the current State Model: Cloud Computing Services Special Provisions for SaaS, IaaS, and/or PaaS and agree to them.</p>
d.	Irrevocable Offer Acknowledgement	<p>Vendor's final offer in response to this RFO shall constitute a firm offer, which shall remain irrevocable for not less than 180 calendar days following the date offers are due as specified in the section A.3 Key Action Dates. In the event of a delay in contract award, a Vendor may extend the expiration date of its firm offer an additional 30 calendar days by written notice to the state.</p> <p>This expiration date may be further extended by mutual agreement between the state and the Offeror, in order to accommodate processing time for required approvals and other procurement-related reviews. The state's execution of a contract from this solicitation will not be considered a rejection of any unsuccessful Vendor's firm offer, which such other firm offers shall remain irrevocable for the period described above.</p> <p>The state reserves the right, upon termination of any contract and without initiating a new solicitation, to accept any other Vendor's firm offer and form a contract with the other Vendor. The State may continue to terminate and contract with any other Vendors, as described above, until the expiration of all acceptable and firm offers obtained from the original RFO.</p> <p>By signing the Attachment 2 - Cover Page and submitting an offer, the Vendor agrees to this Irrevocable Offer Acknowledgement.</p>

	Requirement	Description
e.	Exclusion for Conflict of Interest	<p>No consultant shall be paid out of State funds for developing recommendations on the acquisition of information technology (IT) products or services or assisting in the preparation of the project approval lifecycle documents (stages 2, 3, or 4) or feasibility study, while in effect, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the project approval lifecycle documents (stages 2, 3, or 4) or feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products if that consultant would directly and/or materially benefit from State adoption of such recommendations.</p> <p>A consultant shall not be eligible to serve as the Prime Contractor or subcontractor pursuant to this solicitation if the Contractor/subcontractor is currently working on the solicitation in an Independent Verification and Validation (IV & V) role.</p> <p>By signing the Cover Page, the Vendor certifies that they agree to the above.</p>
f.	Commercially Useful Function (CUF) Questionnaire	<p><i>Complete and submit Attachment 5 - CUF Questionnaire form, if applicable.</i></p> <p>In accordance with California Government Code (GC) Section 14837(d) (4) (A) (i-v) for (SB) and California Military and Veterans Code Section 999(b)(5)(b), all SB and DVBE vendors, sub-contractors and suppliers that bid on or participate in a State contract, regardless of being an oral or written solicitation and/or paid for using the CAL-Card as a payment method, shall perform a Commercially Useful Function (CUF).</p>

	Requirement	Description
g.	Current copy of your Small Business and/or Disabled Veteran Business Enterprise Certification	<i>Provide, if applicable.</i> Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE) vendors must submit an SB/DVBE Certification with their offer and include with Attachment 5-CUF Questionnaire. .
h.	Bidder Declaration (GSPD-05-105)	<i>Provide a completed copy.</i> 1) The Vendor must complete and submit Attachment 6 - Bidder Declaration GSPD 05-105 with its offer. When completing the declaration, the Vendor must identify all subcontractors proposed for participation in the Contract. The contractor awarded the contract is contractually obligated to use the subcontractors for the corresponding work identified, unless the CPUC agrees to a substitution and it is incorporated, in writing. If the Vendor is not using subcontractors, the Vendor must still complete Attachment 6 -Bidder Declaration GSPD 05-105, answering the applicable questions on the form, and submit it with its offer. 2) The Vendor must sign the bottom of the form on Page 1.
i.	DVBE Declaration Form Std. 843	<i>Complete this form, if applicable.</i> 1) Vendors responding to an RFO that have been certified by California as a DVBE must also submit a completed form(s) Attachment 7 - STD. 843 Disabled Veteran Business Enterprise Declaration/Certification. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The completed form must be included with the Offer. At the State's option prior to selection, vendors responding to an RFO may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for Offer rejection.
j.	Std. 204 – Payee Data Record	The vendor must complete and submit the Attachment 8 - Std. 204 – Payee Data Record and include it with its Offer.

	Requirement	Description
k.	California Civil Rights Laws Certification	<p><i>Complete this form, if applicable.</i></p> <p>Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:</p> <ol style="list-style-type: none"> 1) <u>CALIFORNIA CIVIL RIGHTS LAWS</u>: For contracts over \$100,000 executed or renewed after January 1, 2017, the vendor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and 2) <u>EMPLOYER DISCRIMINATORY POLICIES</u>: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Vendor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Vendor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code). <p>The vendor must complete and submit the Attachment 9 – California Civil Rights Law Attachment and include it with its Offer.</p>
l.	Response to Scope of Work (SOW) – Understanding & Approach	<p>To enable the effective review and comparison of Offers received under this RFO, Vendors should adhere to a standard structure in developing their detailed narratives in response to the RFO.</p> <p>Narratives must be attached using Attachment 12 – Understanding and Approach. A Summary of Applicable Engagements must follow the Vendor’s narrative responses in Attachment 12 – Understanding & Approach.</p>
m.	Proposed Resources	<ol style="list-style-type: none"> 1) Provide a resume for <u>each</u> proposed resource, demonstrating <u>minimum qualifications</u> and relevant experience and skills, along with an explanation for how

	Requirement	Description
		<p>each resource role will contribute to the project. <u>The length of each resume is not to exceed three (3) pages.</u></p> <p>2) Review the instructions and complete Attachment 10 - Proposed Resource Qualification Form for each proposed resource. Included in this RFO is a sample – Appendix 1 – Proposed Resource Qualification Form Sample</p> <p>3) Complete the Attachment 11 – Proposed Resource Reference Form for each proposed resource. Three (3) reference forms must be completed for each proposed resource.</p> <p>4) If a sub-contractor is being used for some services, this Requirement for m- Proposed Resources will apply.</p>
n.	Cost Worksheet	<p>Complete Attachment 13 – Cost Worksheet. <u>File must be returned in excel format.</u></p> <p>Enter Offeror’s business and requested information below:</p> <p>1) Proposed Resource/Project Role</p> <p>2) Proposed Resource Name</p> <p>3) CMAS Labor Category</p> <p>4) CMAS Labor Rate per hour</p> <p>5) Total Cost mapping back to the Exhibit A - Statement of work, Section F. Project Deliverables.</p>
o.	Warranty Agreement	Vendor must submit a copy of their firm’s Warranty Agreement with their Offer – see Attachment 14 – Vendor Warranty Agreement.
p.	Secretary of State Certification	The vendor must complete and submit the Attachment 15 – Secretary of State Certification and include it with its Offer.

2. Technical Requirements

This subsection contains the mandatory qualifications pertaining to the required services that must be met in order to be considered responsive and responsible to this solicitation. In addition to meeting these requirements, the Vendor must adhere to the SOW as described in Exhibit A – Statement of Work.

a. Proposed Resources

The state will review the CMAS Labor Categories for classification qualifications to determine if each proposed staff(s) meets the experience and education requirements for their designated classification(s).

Per Exhibit A: Statement of Work, Section E. Proposed Resources Qualifications, the Vendor must complete and submit, as part of their Offer, staff qualification forms cited in each applicable Attachment 10 – Proposed Resource Qualification Form. The Vendor must provide complete information to confirm that each of the proposed staff possesses the experience and qualifications as specified for their project role described in Attachment 10– Proposed Resource Qualification Form. The Vendor may cite as many projects as required per proposed staff to meet the requirements. Each cited project for each staff must be submitted separately on each applicable Attachment 10 – Proposed Resource Qualification Form. It is incumbent upon the Vendor to provide enough detail in the offer for the state to assess the Vendor’s proposed staff’s ability to meet the requirements and perform the services as described in this RFO and Exhibit A – Statement of Work.

The Vendor is fully responsible for all necessary staffing resources to successfully implement the RPSD System implementation services within the agreed upon schedule and to perform to the standards set forth in the SOW.

b. Proposed Resource References

The purpose of the proposed resource reference requirement is to provide the state the ability to assess the proposed resource’s experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the staff’s previous clients. The description of their projects must be detailed and comprehensive enough to permit the state to assess the similarity of those projects to the work anticipated for the Contract resulting from this Attachment. The proposed resource’s reference contact should be someone who performed a management or supervisory role on the referenced project. References must be external to a Vendor’s organization and corporate structure. CPUC staff cannot be used as a reference.

The Vendor must complete and submit as part of its Offer, Attachment 11 – Proposed Resource Reference Form. The Vendor must submit a completed Staff Reference Form for each project cited in each applicable Attachment 11 – Proposed Resource Qualification Form.

Reference Contact Person: The Client Reference contact person must be willing and able (i.e., familiar with what transpired, not bound by confidentiality, etc.) to answer questions which validate the information on the submitted form.

c. Understanding & Approach

Vendors must provide a narrative describing their understanding and approach to the performance of the work described in this RFO and Exhibit A – Statement of Work, Section F – Project Deliverables. Vendors must provide examples from the Vendor’s previous project experience. Vendors must submit their Understanding & Approach as Attachment 12 – Understanding & Approach with their response to this RFO.

Vendors are encouraged to use the additional information that has been included as part of this solicitation to assist you with developing the understanding and approach for the RPSD project.

Please see Appendix 2 – Summary of Appendix Files. This excel file provides a summary of the name of each Appendix document included with this RFO and the purpose for each document.

In preparing the response to the Understanding & Approach, do not simply restate or paraphrase information in this RFO and the SOW. Describe or demonstrate, in the Vendor’s own words, the information required in Attachment 12 – Understanding & Approach.

The narratives must adhere to the same structure and outline of this RFO and use the same numbering scheme and headings for Offer sections. Narratives should explain how deliverables/tasks will be executed. Where additional information is felt to be appropriate or necessary, Vendors shall include this information as an appendix(ces) to their Offers, and to refer to this information within the appropriate sections of their Offer.

The response to the SOW must be completed and submit Attachment 12 – Understanding & Approach and provide:

- 1) A point-by-point response to all items and sub items included in the SOW section Exhibit A – Statement of Work of this RFO and shall not exceed 100 pages. Font size shall be Arial 12 and single spaced.
- 2) Insert the Deliverable Number and Deliverable Title above the Narrative response for each Deliverable.
- 3) Overview of required deliverables and outcomes
- 4) Description of approach, methodology and strategies of how each deliverable will be performed
- 5) Schedule with a timeline for each deliverable, for the project duration, including any sub tasks to complete the deliverables and due dates for each deliverable

Note: It is the Vendor's responsibility to ensure that their narrative response to each deliverable requirement is met in full and addressed herein in order for the state to determine compliance to the deliverable requirements. If the state cannot determine that the Vendor's understanding and approach meets the state's needs, the Vendor's offer may be deemed non-responsive.

Vendors shall provide a brief summary of applicable engagements and submit Attachment 12 – Understanding & Approach and provide:

- 1) Insert a section at the end of Attachment 12 – Understanding & Approach and label as Summary of Applicable Engagements.
- 2) Applicable engagements provided should have similar deliverables and with the same or similar resources as the RPSD project.
- 3) Sample deliverables are strongly preferred, but not required.

d. Vendor Staff Interviews

The CPUC requires Vendor Proposed Resources to be available and participate in the interview process during the assessment and selection process. Interviews shall be conducted using a Web Conferencing tool (e.g. Microsoft Teams) via an electronic invitation to be sent by the Procurement Officer stated in section A.5. The state Procurement Officer shall coordinate setup of Proposed Resources interviews with Vendor's representative prior to conducting the interviews.

3. Cost Requirements

This is a Deliverables-based contract. All services rendered will be under the resulting contract. The Offeror is responsible for performing all tasks and responsibilities and providing all services identified in the resulting contract at the rates provided on Attachment 13 – Cost Worksheet. The hourly rates for these services included in Attachment 13 – Cost Worksheet are those that the Vendor must provide for the term of the Contract as identified in the SOW, which includes all costs for the optional year(s). All Vendors must provide individual costs as indicated in the cost worksheet and submit with their response.

Cost Completion Instructions

The cost worksheet must be completed by the vendor and submitted with its offer to be considered responsive. The cost worksheet lists all cost deliverables required to provide the requested services. The Vendor must include the completed cost worksheet in Attachment 13 – Cost Worksheet.

The vendor must complete all the Cost Worksheet with the requested information for their Offer to be considered responsive.

The estimated number of hours for each role may be different within the contract in connection with the contract's defined work. However, the overall RPSD System Implementation Services Contract Assessment Total will be the maximum value used for the Awarded Base Contract and optional years and **may not exceed the amount of \$800,000.00**. In accordance with Public Contract Code, §12112, the state will withhold, from each invoiced payment amount to the Contractor, an amount equal to twenty percent (20%) of the payment per the SOW and Exhibit H – Cost Worksheet.

The Vendor is required to enter all cost data in the format prescribed by the cost worksheet, even if there are no costs for the item indicated on the worksheet. In these instances, the Vendor must indicate the cost as a zero (\$0). In addition, if any character other than a numeral is used (e.g., a dash [-]), the state will assume the cost of the item to be zero (\$0). All other fields must not be modified. If the cost worksheet is modified or cells are left blank, the state may reject the response. The cost worksheet must be filled out completely or the response may be rejected.

The state has populated some of the cells with formulas, however it is the responsibility of the Vendor to ensure the worksheet and calculations are correct and accurate. The state will not assume responsibility for any cost figures that do not calculate properly.

All line items including mandatory optional years must be filled out completely or the response may be rejected. It is at the CPUC's option/discretion whether to utilize the option in the Contract.

C. Offer Submission Instructions

These instructions describe the submission format and the approach for the development and presentation of submission data. Format instructions and all requirements and questions in the RFO must be responded to, and all requested data must be supplied.

1. It is the Vendor's responsibility to ensure its offer is submitted in a manner that enables the State Assessment Team to easily locate response descriptions and exhibits for each requirement. Page numbers must be located in the same page position throughout the offer. Figures, tables, charts, etc. must be assigned index numbers and must be referenced by the numbers in the offer text. Figures, etc. must be placed as close to the text references as possible.
2. Issuance of this RFO in no way constitutes a commitment by the State of California to award a contract. The state reserves the right to reject any or all Offers received if the state determines that it is in the state's best interest to do so. The state may reject any Offer that is conditional or incomplete. Assumptions made by the vendor in responding to this RFO do not obligate the state in any way.

Additionally, assumptions may make the Offer conditional and cause the Offer to be rejected. Offers to this RFO will be assessed based on determining the “best value” and the selection, if made, will be to a single vendor.

3. All costs for developing Offers are entirely the responsibility of the vendor and shall not be chargeable to the state.
4. Offers must be received by the Vendor’s Offer Due date and time as stated in section A.3. Key Action Dates. Late receipt of an Offer shall cause the state to deem the Offeror non-responsive.
5. Offers must be submitted in electronic file format (soft copy) to the Procurement Officer stated in section A.5. Procurement Officer.
6. Soft copies must be formatted as standard 8.5” X 11, except for charts, diagrams and similar materials, which may be foldouts in the event of hard copy printing. If foldouts are used, the folded size shall not be larger than Standard E-size format, in the event of hard copy printing.

The following information must be shown on each page of the Vendor’s Offer:

- a. RFO #0321-002
 - b. Name of Vendor
 - c. Document, Exhibit or Attachment reference and title (e.g., Attachment 2 – Cover Page)
 - d. Page number (Page # of ##)
7. Electronic copies of the Offer must be in Microsoft Word 2007 and Excel 2007 (or later) version as appropriate, or compatible, except electronic files of drawings must be in Adobe pdf.
 8. Soft copies should be organized into appropriate files and folders designed for easy access and must contain signatures and initials wherever a signature or initials are required.
 9. As stated in this RFO, section E.4. Disposition of Offers, section below, the Vendor should be aware that marking the response “confidential” or “proprietary” may exclude it from consideration for award.

D. Assessment Review and Selection Process

This section presents the assessment process and scoring procedures the state will follow to assess Offers submitted in response to this solicitation. The assessment process is a multi-step review of each Offer to determine if the Offeror is responsive and responsible, and whether its Offer provides a “Best Value” solution to the state. The Best Value Offer is the Offer that best meets all requirements set forth in this

solicitation and any state negotiated items. The state may reject any Offer found to be non-compliant at any stage of the review.

Responsiveness is indicated by meeting all Administrative, Qualification, Technical, and Cost Requirements. If an Offer fails to meet a mandatory requirement, it will be considered a deviation. Offers that do not comply with the mandatory requirements must be resolved to the state's satisfaction during negotiations and corrected in the Offeror's BAFO.

The state reserves the right to modify or cancel this procurement in its entirety or in part at any time.

1. Assessment Team

This procurement is being conducted under the guidance of a Procurement Official from CDT STP (refer to section A.5. Procurement Officer). The Procurement Officer will serve as the Vendor's point of contact for questions and clarification and will identify the rules governing this procurement.

The state will establish an assessment team consisting of CPUC staff to review and assess Offers. The STP Procurement Officer will provide guidance to the assessment team and provide oversight of the assessment process. The state may engage additional qualified individuals or subject matter experts (SME) during the assessment process to assist the state in gaining a better understanding of technical, financial, legal, contractual, or program issues. These other individuals do not have voting privileges or responsibility for the assessment process and will serve solely in an advisory capacity.

Vendor is required to thoroughly review the RFO to ensure that its offer is fully compliant with the RFO requirements and thereby avoid the possibility of being ruled non-compliant. If the state finds that a Vendor's Final Offer has a deviation from a specified requirement, the Vendor will be deemed non-compliant and will be the basis for rejecting the Vendor's offer, if not resolved to the state's satisfaction.

2. Assessment Steps

a. Assessment of Required Information and Requirements

Offers must be complete and meet all format and submission requirements as identified in section C. Offer Submission Instructions. An Offer may be rejected if it is conditional or incomplete, contradicts the requirements, contains any alterations of form, or contains other irregularities of any kind, including alterations to any terms and conditions.

b. Receipt and Preliminary Review

All Offers received by the time and date specified in section A.3. Key Action Dates will be acknowledged as having been received on time.

The Procurement Officer will check all Offers for the proper identification and to ensure that required information conforms to the Offer format and submission requirements of section C. Offer Submission Instructions. Absence of required information may make the offer non-responsive and may result in Offeror disqualification.

c. Mandatory Requirements Assessment

The state will review each Offer to determine its compliance with all of the requirements set forth in section B. RFO Response Requirements.

The assessment team will assess and score each Offer by consensus for compliance with the requirements designated in section B. RFO Response Requirements. If an Offer fails to meet any requirement specified in section B. RFO Response Requirements, the state will determine if the deviation is material.

d. Validation Against Requirements

The state will check each Offer in detail to determine its compliance with the solicitation requirements. The state reserves the right to use multiple means to validate and determine the Offeror's response to a requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance. If an Offeror's Offer fails to meet a mandatory requirement, it will be considered a deviation. Any deviation of any requirement must be resolved to the state's satisfaction during negotiations and corrected in the bidder's BAFO.

During the Offer assessment, the state may request that the Offeror clarify any area of the Offer that the state determines to be unclear in accordance with this solicitation.

e. Offer Assessment

This section outlines how the state will an Offer and award points.

Offers will be assessed according to the procedures contained in this solicitation section.

The maximum points available for this solicitation are 180 points. All point calculations will be rounded to two (2) decimal places (the nearest hundredth). The distribution and allocation of maximum points possible for each Offer element is provided in this section below, which identifies each

assessment component, the scoring methodology, and the maximum points available for scored components.

Assessment Team members will use the following scoring system to assign points. Following the bulleted list below is a list of the considerations that Assessment Team members may take into account when assigning points to an Offeror's response.

1) ADMINISTRATIVE ASSESSMENT

Cover Page Pass/Fail

2) TECHNICAL ASSESSMENT (non-cost)

- a) Proposed Resources Qualifications 3 points
- b) Proposed Resource References Pass/Fail
- c) Understanding & Approach 47 points
- d) Vendor Staff Interview 40 points

3) COST ASSESSMENT

Vendor's Project Cost 90 points

Maximum Non-Cost (Technical) and Cost Points Available 180 points

1.1 Administrative Assessment

Section B.1. Administrative Requirements of this RFO will be scored as Pass or Fail. Responsiveness to the requirements listed in this RFO will be either given a "Pass" (e.g., complied with requirement, completed and returned document) or "Fail" (e.g., did not comply with requirement, did not complete or return document). If a supplier receives a Fail for any of these requirements, the response may be rejected.

1.2 Technical Assessment

Section B.2. Technical Requirements of this RFO will be scored as Pass or Fail and may achieve a maximum of 90 points. .

a) Proposed Resource Qualifications

Proposed resources will be assessed for minimum mandatory qualifications and desired staff qualifications outlined in Exhibit A – Statement of Work, Section E – Proposed Resources and Skills. Proposed Resource Qualifications for this RFO will be scored and can achieve up to a maximum of 3 points.

b) Proposed Resource References

Proposed Resource References may be contacted to verify staff's experience qualification information submitted. Failure to provide verifiable references may cause the RFO Response to be rejected.

If references are contacted, the state will make two (2) attempts via phone and/or email to validate the staff's experience in providing similar or relevant services using the information provided in the reference form, as applicable. Failure to reach a contact person will result in the reference being scored as "FAIL". Any reference that has a rating of "Unsatisfactory" for ANY question, or if the question is not answered, or if the customer answers "Not Applicable" the Vendor will FAIL this requirement and the response will be deemed non-compliant.

c) Understanding and Approach

The vendor's narrative will be assessed for their understanding and approach for Exhibit A – Statement of Work, Section F – Project Deliverables and Summary of Applicable Engagements as detailed in Attachment 12 – Understanding and Approach. The vendor's understanding and approach for this RFO will be scored and can achieve up to a maximum of 47 points.

d) Vendor Staff Interviews

Interviews will be conducted and assessed for further comparison of the Vendor's proposal content and proposed resources. Interviews for this RFO will be scored can achieve up to a maximum of 40 points.

EXAMPLE: Non-Cost Score

Vendor Offer	Proposed Resource Qualifications	Understanding and Approach	Vendor Interview	Total Non-Cost Score
Offer A	3 points	45 points	35 points	83 points
Offer B	3 points	35 points	30 points	68 points

1.3 Cost Assessment

Section B.3. Cost Requirements of this RFO will be scored as Pass or Fail and can achieve a score of up to 90 points. The Assessment Team will review, calculate, and score Attachment 13 – Cost Worksheet to verify that it is complete with total cost of vendors' offers. The Assessment Team will perform the following steps in order to complete the cost assessment:

The Offeror with the lowest total cost based on the assessment performed below will receive a maximum of 90 points.

EXAMPLE: Cost Assessment Score

<u>Vendor</u>	<u>Vendor Cost</u>	<u>Percentage (Lowest Vendor's Total Cost divided by the Vendor's Total Cost)</u>	<u>Cost Score</u>
Offer A	\$550,000	$\$550,000/\$550,000 = 1.0$ (100%)	$1.0 \times 90 = 90$
Offer B	\$625,000	$\$550,000/\$625,000 = .88$ (88%)	$.88 \times 90 = 79.20$

EXAMPLE: Maximum Non-Cost (Technical) and Cost Points Available

Vendor Offer	Proposed Resource Qualifications	Understanding and Approach	Vendor Interview	Cost Assessment Score	Total Points
Offer A	3 points	45 points	35 points	90 points	173 points
Offer B	3 points	35 points	30 points	79.20 points	147.20 points

3. Negotiations

The State will conduct negotiations under PCC §6611. The purpose of the negotiation process is to maximize the state's ability to obtain a solution that gives the state the Best Value.

a. Proceeding to Negotiations

At the discretion of the State, up to the five (5) highest scoring, compliant Offerors will be determined eligible to participate in the negotiation process. At the discretion of the state, the State will invite and proceed with negotiations with up to the top five (5) highest scoring compliant Offerors. Offers will be re-assessed and the Offeror with the highest scoring offer may be awarded a Contract.

b. Negotiation Invitation

Once compliant Offerors are determined, those Offerors will be notified in writing: (1) that the state is initiating negotiations pursuant to PCC 6611(a); (2) the general purpose and scope of the negotiations; (3) the anticipated schedule for the negotiations; and (4) the procedures to be followed for negotiations.

Confirmation of Attendance: Offeror(s) who have been invited to participate in negotiations must confirm attendance, in accordance with the invitation instructions, within two (2) state business days of invitation.

c. Best and Final Offer Submission

At the conclusion of negotiations, the state may request a BAFO submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The state will establish a date and time for receipt of the BAFOs based on when the Offeror's BAFO negotiations occur. An Offeror's BAFO is an irrevocable offer for 30 calendar days following the scheduled date for submission of a final accepted BAFO. An Offeror may extend the offer in the event of a delay in Contract award.

BAFOs must be submitted to the location identified in section A.5. Procurement Officer, by the specific date and time that will be communicated to each Offeror individually in writing.

The BAFO submission must address the following:

- 1) A supplemental Offer containing all negotiated/revised section(s) of the Offeror's original Offer, any other revised area specifically required by the state to be included in the BAFO, and revisions made necessary in accordance therewith.
- 2) The supplemental offer must include all changes made to negotiated section(s) of the Offeror's original Offer in tracked changes. Changes to the Offeror's original Offer that are not tracked in the supplemental offer or otherwise identified may result in rejection of the offer or cause for termination of the Contract.
- 3) An executive summary must accompany the supplemental proposal, identifying a list of all changes (other than non-substantive changes to formatting, punctuation and grammar) that have been made to the Offeror's original Offer. The Offeror must include and attest to the following statement within the Executive Summary:

"This Best and Final Offer (BAFO) is in response to {RFO 1201-001} and the changes identified in this executive summary represent all changes made to {Offeror's name} Offer previously submitted to the state. Any substantive change not included in this list is non-operative, non-binding, and will not be considered a part of the {Offeror's name} BAFO."

d. Assessment of BAFO Submission

The state will assess the BAFO submissions for compliance with RFO requirements and negotiated items to determine which BAFO provides the Best Value for the state. The state will document the assessment process and selection criteria in its final selection documents.

e. Selection

Upon completion of assessment of the BAFOs, final selection will be determined based on the responsive and responsible Offeror submitting the highest scoring supplemental offer. The state reserves the right at any time to reject any or all Offers.

f. Debriefing

A debriefing may be held within 45 days after Contract award at the request of any Offeror for the purpose of receiving specific information concerning the assessment. The discussion will be based primarily on the qualifications, solution requirements and cost evaluations of the Offeror's offer. A debriefing is not the forum to challenge the solicitation specifications or requirements.

E. Selection Requirements and Information

1. Nonresponsive Offers

In addition to any condition previously indicated in this RFO or another document, the following occurrences may cause the state to deem an Offer non-responsive.

- a. Failure of a Vendor to comply with the RFO response content or submission instructions;
- b. Receipt of an Offer that is conditional, materially incomplete or contains deviations not resolved to the state's satisfaction;
- c. The state's discovery, at any stage of the selection or upon contract award, that the winning Vendor is unwilling or unable to comply with the contract terms, conditions, attachments, or exhibits cited in this RFO, or the resulting contract.

2. Errors in an Offer

An error in the Offer may cause the rejection of that Offer; however, the state may at its sole option retain the Offer and make certain corrections. In determining if a correction will be made, the state will consider the conformance of the Offer to the format and content required by the RFO, and any unusual complexity of the format and content required by the RFO.

- a. If the Vendor's intent is clearly established based on review of the complete Offer submittal, the state may at its sole option correct an error based on that established intent.
- b. The state may, at its sole option, correct obvious clerical errors.
- c. The state may, at its sole option, correct discrepancy and arithmetic errors on the basis that, if intent is not clearly established by the complete Offer submittal,

the Offer narrative shall have priority over the Contract, and the Contract shall have priority over the cost sheets.

Within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary costs will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.

d. The state may, at its sole option, correct errors of omission. In the following four situations, the state will take the indicated actions if the Vendor's intent is not clearly established by the complete response submittal:

1) If an item is described in the narrative but omitted from the Contract and cost data provided in the response for assessment purposes, it will be interpreted to mean that the item will be provided by the Vendor at no cost.

2) If a minor item is not mentioned at all in the Offer and is essential to satisfactory performance, the Offer will be interpreted to mean that the item will be provided at no cost.

3) If a major item is not mentioned at all in the response, the Offer will be interpreted to mean that the Vendor does not intend to supply that item.

4) If a major item is omitted, and the omission is not discovered until after Contract award, the Vendor shall be required to supply that item at no cost. The state shall have sole-discretion in determining whether an item is minor or major.

e. If a Vendor does not follow the instructions for computing costs not related to the Contract, if any, (e.g., State personnel costs), the state may reject the Offer, or at its sole option, re-compute such costs based on instructions contained in the RFO.

f. If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the Offeror (if awarded the Contract) or in a requirement of the Offeror to supply a major item at no cost, the Offeror will be given the opportunity to promptly establish the grounds legally justifying relief from its Offer.

g. It is absolutely essential that the Offeror carefully review the cost elements in their Offer, since they will not have the option to correct errors after the time for submittal of the Final Offers.

h. The state may request clarification of items in the Offeror's offer if the meaning is not clear to the state. Responses to requests for clarification must be confirmed in writing by the Offeror as instructed by the state's Procurement Officer at the time of the request.

i. At the state's sole discretion, it may declare all Final Responses to be Draft Offers in the event that the state determines that Final Offers from all vendors contain deviations. Vendors may not protest the state's determination that all responses have deviations. If all Offers are declared noncompliant, the state may issue an addendum to the solicitation. Should this occur, the state may hold confidential discussions with participating vendors who remain interested in the solicitation. Each participating vendor will be notified of the new Final Offer due date. This submission must conform to the requirements of the original solicitation as amended by any subsequent addenda. The new Final Offers will be assessed as required in this section.

3. Contractor Selection

a. The state will email or verbally notify the chosen Vendor of its selection.

b. Following the contract award losing vendors may submit a request to the funding Program to receive a copy of any or all Offers and scoring/assessment tools/forms. Offer copies will be redacted to remove information deemed by the state to be personal, sensitive or confidential.

4. Disposition of Offers

All materials submitted in response to this RFO will become the property of the State and, as such, are subject to the California Public Records Act (PRA) (Government Code Section 6250, et seq.).

Upon award of the contract all documents submitted in response to this RFO and all documents used in the selection process (e.g., review checklists, scoring sheets, letters of intent, etc.) will be regarded as public records under the PRA and subject to review by the public. However, these documents shall be held in the strictest confidence until the award is made.

The Offeror should be aware that marking a document "confidential" or "proprietary" in a Final Offer will not keep that document from being released as part of the public record.

F. Informational Attachments

The following attachments to this solicitation are informational for use in the solicitation process and do not need to be submitted with the Vendor's Offer. They can be found as a separate attachment to this RFO.

1. Attachment 1: Template for Questions Submittal. This attachment provides the format for a Vendor to submit questions regarding this solicitation.
2. Attachment 3 – RFO Submission Checklist. This attachment references items to be submitted as part of the Vendor's Offer submission, but is not guaranteed to include all necessary items.